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K. Viner (Sir Robert) Bart.

For the Creditors of Sir ROBERT VYNER,

VHereas Sir Robert Vynier did publish his Proposals to his Creditors, the 12th of December last; and whereas the Generality, and most Considerable of the said Creditors, have declared their good liking of the said Proposals; as being the utmost of what his Estate sold to the best advantage, and by his own Assistance, can make good, yet have forbore or delay'd to subscribe thereunto, the time prefixed for their payment being very short, viz. The 25th of this Instant March, which notwithstanding, had certainly been performed, if complied with on their part.

But now very lately, some Necessitous Persons, in hopes of gaining a profitable Employment to themselves, with much pains, prevailed with a few of his Creditors, by the hopes given them of having Preference to all others in their satisfaction, to procure a Commission upon the Statute of Bankrupts against the said Sir Robert Vynier; which Proceeding, though the most disgraceful to the said Sir Robert Vynier, and extreamly burdensome to his mind, and that Statute suppoed never to be design'd, as now used, against men, that are desirous honestly to sell their Estates *bona fide*, for their Creditors satisfaction, (and especially under such Circumstances which are without president) which he hath in Print twice made known, and offered to his Creditors.

Yet notwithstanding all this Usage, nothing shall prevail upon him to prejudice the least of his Creditors, but he doth hereby declare, that he is resolved still to make good his first Proposal, if the Estate be not wasted, by their further delay and expence; though it be by the stripping of himself of his Estate, and leaving of himself and Family to the Providence of Almighty God, and the Compassion of His Majesty.

By which Proposals, he obligeth himself to pay in Money, Twenty Pound, upon every Hundred Pound Principal, with all the Interest; which is generally about Twenty Pound *per Cent* more at least, and the remaining Eighty Pound to be secured upon the Excise, then which no greater Security can be given by the King to his people; but as this cannot possibly be accomplished, or ever was by any other means, but by the Subscription of the Creditors, which he doth earnestly for many reasons, and for their own sakes recommend to them; so for the better dispatch, and that such as are Executors or Trustees to any of the Creditors, may Subscribe; The said Sir Robert Vynier doth declare, That though it be most irksome to him, yet if he may finish his business thereby with effect, he will submit to such Commission upon the Statute, to which he supposes himself neither obliged nor lyable; and if he should be *adjudged subject* to the said Commission, he may confidently say, that the Commissioners with all their skill and expence, and seven Years Labour, will never be able to clear from difficulties without his own aid and assistance, near enough to satisfy the Creditors, what is above proposed, whatever Conceit some ignorant persons may insinuate to the contrary.

And

And it is further hereby signified, That the Subscriptions formerly made by many worthy Creditors will be of no use, by reason of this Alteration, but they are desired to sign the new Paper, to the same effect for that purpose provided.

And for Encouragement of his Creditors, to subscribe the said Proposal, there shall within thirty days after such Subscription, sufficient Effects be delivered to the Commissioners, by them to be vested in Trustees, by the Creditors to be chosen, for satisfaction of the said Proposals.

But if all his Endeavours herein, for the honest discharge of his Debts, shall prove ineffectual, and no consideration had of his Sufferings by the Publick, and vast losses in his Debts and otherwise, since the stop in the Exchequer, amounting to above Sixty Thousand Pound, for which he asks no allowance from any Creditor, this Paper will be a witness for him, Living or Dead, how desirous he was to prevent the great disappointment, which he knows will ensue upon any other Course; praying them to remember, that by this proposition, every man would have received 73 l. 10 s. upon every 100 l. for the Interest Money, to the 25th Instant, since the said stop, and 20 l. upon the Principal, making in all 93 l. 10 s. Besides 80 l. charged upon the Excise, from which they may justly expect a perpetual Interest of 6 l. per Cent.

And it is desired, That such of the Creditors, who live at too great a distance, or cannot come in person to sign the Agreement, which for that purpose, will be left at the Vine in *Lumbard-street London*, where he the said Sir Robert Vyner formerly Dwelt, will be pleased to Sign and Seal the same before Two Credible Witnesses, and send the same thither, or else empower some person by Letter of Attorney, to repair thither, and Sign and Seal the same on their behalf.

And there is an absolute necessity of doing this with expedition, in regard before the Sealing of the Commission, the Lord Keeper did order that the Commissioners thereby appointed should sit, and then adjourn till next Term, that in the mean time Endeavours might be used to compose the matters; Sir Robert knows no probable way either of Composure or Dispatch, but Signing the said *Proposals*, which the Council for the Creditors (at the hearing) did aver to my Lord, his Clyents were *willing* to accept of; which if Signed with expedition, *will* prevent the Creditors a great Charge by the Commissioners.

London, *March 22. 1683.*



The Paper to be Subscribed,
is that which followeth



HEREAS Sir Robert Vyner, hath Signified to his Creditors, That he is desirous to satisfy Four fifth parts of their Principal Debts, by Assignments of proportionable parts of the Yearly Rent or Sum granted to him by His Majesty out of the Excise, and th'other fifth part in Moneys with all their Ar-rears of Interest; The said one fifth part, and all such Interest to be paid by the Sale and Disposition of his other Estate: NOW WE whose Names are hereunto Subscribed, Creditors of the said Sir Robert Vyner, for our selves respectively, and for our Respective Executors or Administrators and their Acts, but not the one for the other, or others his, or their Executors or Administrators, do hereby Declare, Covenant and Agree with the said Sir Robert Vyner, his Heirs, Executors, and Administrators; That we the said Creditors, our Executors and Administrators respectively, in satisfaction of all such Principal Debts and Interest, as are due to us respectively from the said Sir Robert Vyner, alone or together with Henry Lewis, and Richard Stratford, or either of them, shall and will in such manner, and under such Qualifications and Restrictions, as are herein after Express, accept of such Assignments and Conveyances to us and our Heirs and Assigns respectively, or to such as we respectively shall appoint, and to their Heirs and Assigns respectively, of such proportions of the Yearly Rent or Sum of 25003 *l.* 9*s.* 4*d.* Granted by his Majesty to the said Sir Robert Vyner, his Heirs and Assigns, as the Yearly Interest, at the Rate of Six Pound *per Cent. per Annum*, of four fifth parts of our Respective Principal Debts do amount unto. And that upon payment of such Sum of Money as aforesaid, and at the sealing and delivery of such Respective Assignments and Conveyances, we respectively shall and will deliver up and discharge all such Securities and Evidences, as we respectively have of or for our Respective Debts.

PROVIDED always, and that for the Encouragement of all the said Sir Robert Vyner's Creditors to Sign and Seal these Presents, and that they may not be prejudiced thereby, or be in a worse condition then any Dissenting Creditors, if any such shall be; That these Presents, nor any thing herein contained, be not any bar or hindrance unto us, or any of us subscribing these Presents, our Executors and Administrators, from coming into, and joyning in the Execution of, and taking the benefit of any Commission or Commissions of Bankrupts already granted and issued out, or to be at any time hereafter Issued out against the said Sir Robert Vyner, and all Divident and Dividends upon them or any of them to be made, of all or any of the Estate of the said Sir Robert Vyner; Yet so as nevertheless, when we the said Creditors shall have received the said Twenty Pound *Per Cent.* of our Respective Principal Debts; as also all Interest due to us as aforesaid, upon, or by virtue of any such Commission or otherwise. And the said Sir Robert Vyner, his Heirs, Executors or Administrators, shall Seal and Execute unto us, or to the use of us our Heirs and Assigns; And send and leave the same for our Use and Uses, at the late Dwelling-House of the said Sir Robert Vyner, called the Vine in Lombard-street London; An Assignment of such proportions of his the said Sir Robert Vyners Yearly Rent of Twenty-five Thousand and Three Pounds Nine Shillings and four pence, as is herein before-mentioned and Expressed: That then we and each of us our Executors and Administrators, shall and will deliver up our and every of our Bonds and Securities for our Debts as aforesaid; And that then, and from thenceforth, all and every Bond, and other Security whatsoever, which we or any of us, have for our, or any of our Respective Debts, shall from thenceforth be utterly Void, and of none Effect: These presents or any thing herein contained, to the contrary thereof, in any wise notwithstanding; Or, if we the said Creditors shall by Vertue of any such Commission, or otherwise, receive more than the said Twenty Pounds *per Cent.* of our Respective Principal debts, and all Interest due to us as aforesaid; And the said Sir Robert Vyner, His Heirs Executors or Administrators, shall seal and Execute unto us, or to the Use of us our Heirs and Assigns, and tender and leave the same at the place aforesaid, an Assignment of such part of his said Yearly Rent issuing out of the Excise as aforesaid, as the Remainder of our Respective Debts shall amount unto; That then also we and each of us, our Executors and Administrators, shall and will deliver up our and every of our Bonds and Securities for our Debts as aforesaid, And that then, and from thenceforth, all and every Bond, and other Security whatsoever, which we or any of us have for our, or any of our Respective Debts, shall from thenceforth be utterly void, and of none effect; These Presents, or any thing herein contained to the contrary thereof in any wise notwithstanding.



Concerning of *Journal*
General *Procedures*